BILL NO. S-89-03-21

SPECIAL ORDINANCE NO. S-66-89

AN ORDINANCE approving the awarding of Reference #878 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and **WATER PRODUCTS COMPANY, THE TREATY COMPANY AND MIDWEST TILE & CONCRETE PRODUCTS, INC.** for the Water Pollution Control Maintenance Department.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #878 between the City of Fort Wayne, by and through its Department of Purchasing and **WATER PRODUCTS COMPANY, THE TREATY COMPANY AND MIDWEST TILE & CONCRETE PRODUCTS, INC.** for the Water Pollution Control Maintenance Department, respectfully for:

> **the purchase of sewer maintenance construction materials for the Water Pollution Control Maintenance Department;**

involving a total cost of Eighty-Nine Thousand and no/100 Dollars ($89,000.00) - (Water Products - $12,000.00; Treaty Co. - $17,000.00; Midwest Tile - $60,000.00), all as more particularly set forth in said Reference #878 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Mark E. Giaquinta
Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

REFERENCE NO. 878
WPCM/SEWER-CONST MAT'L

	HYDRO COND	WATER PROD	UNDERGROUND	EJP MIDWEST	TREATY CO	MIDWEST
TRAPS	N/B	N/B	$171.81	N/B	$164.47	$257.00
CATCH BASINS	N/B	N/B	$147.27	N/B	$140.98	$129.00
CAST/CUTTER	N/B	N/B	$173.49	N/B	$166.08	$156.00
MANHOLE/BOLT DWN	N/B	N/B	$129.36	N/B	$123.84	$126.00
MANHOLE/STANDARD	N/B	N/B	$118.79 *	N/B	$111.09	$107.00 **
CAST/ROLL BACK	N/B	N/B	$141.52	N/B	$135.47	$132.30
ADAPTERS CLAY TO PLASTIC						
4"	N/B	$4.15	$3.07	$3.40	$2.95	$3.89
6"	N/B	$8.90	$6.57	$7.30	$6.29	$8.43
8"	N/B	$13.70	$10.15	$11.25	$9.72	$12.99
10"	N/B	$18.66	$13.76	$15.50	$13.18	$17.64
12"	N/B	$22.30	$16.47	$18.25	$15.76	$21.10
15"	N/B	$38.20	$27.50	$46.80	$26.99	$36.19
18"	N/B	$90.70	$50.96	$115.00	$67.80	$88.88
ADAPTERS CLAY TO CLAY						
4"	N/B	$4.15	$3.07	$3.40	$2.95	$3.89
6"	N/B	$8.90	$6.57	$7.30	$6.29	$8.43
8"	N/B	$13.70	$10.15	$11.25	$9.72	$12.99
10"	N/B	$18.66	$13.76	$22.80	$13.18	$17.64
12"	N/B	$22.30	$16.47	$27.30	$15.76	$21.10
15"	N/B	$38.20	$27.50	$46.80	$26.99	$36.19
18"	N/B	$90.70	$50.96	$99.00	$57.87	$80.00
ADAPTERS PLASTIC TO PLASTIC						
4"	N/B	$4.15	$3.07	$3.40	$2.95	$3.89
6"	N/B	$8.90	$6.57	$7.30	$6.29	$8.43
8"	N/B	$13.70	$10.15	$11.25	$9.72	$12.99
10"	N/B	$18.66	$13.76	$22.80	$13.18	$17.64
12"	N/B	$22.30	$16.47	$27.30	$15.76	$21.10
15"	N/B	$38.20	$27.50	$46.80	$26.99	$36.19
18"	N/B	$69.00	$50.96	$84.75	$48.78	$80.00
PRECAST CATCH BASINS						
BOTTOM	$164.00	N/B	N/B	N/B	N/B	$156.00
TOP	$75.00	N/B	N/B	N/B	N/B	$68.00
CAP	$90.00	N/B	N/B	N/B	N/B	$85.00
COMPLETE UNIT	$329.00	N/B	N/B	N/B	N/B	$309.00
INLETS	$60.00	N/B	N/B	N/B	N/B	$66.00
PRECAST MANHOLES						
STACK 1'	$47.50	N/B	N/B	N/B	N/B	$34.00
STACK 2'	$72.00	N/B	N/B	N/B	N/B	$68.00
STACK 3'	$108.00	N/B	N/B	N/B	N/B	$102.00
STACK 4'	$144.00	N/B	N/B	N/B	N/B	$136.00
STACK 5'	$180.00	N/B	N/B	N/B	N/B	N/B

CAP	$90.00	N/B	N/B	N/B	N/B	$85.00
PRECAST CONCRETE CONES						
2'	$72.00	N/B	N/B	N/B	N/B	$68.00
3'	$108.00	N/B	N/B	N/B	N/B	$102.00
RISER RINGS						
2"	$12.00	N/B	N/B	N/B	N/B	$9.75
3"	$12.00	N/B	N/B	N/B	N/B	$9.75
4"	$13.50	N/B	N/B	N/B	N/B	$9.75
PVC SDR 35						
4"	N/B	$0.66	$0.90	N/B	$0.80	$0.77
6"	N/B	$1.41	$1.90	N/B	$1.74	$1.59
8"	N/B	$2.50	$2.95	N/B	$3.06	$2.87
10"	N/B	$3.85	$5.60	N/B	$4.78	$4.57
12"	N/B	$5.55	$8.10	N/B	$6.85	$6.53
15"	N/B	$8.25	$13.50	N/B	$10.18	$9.42
18"	N/B	$12.30	$18.25	N/B	$16.20	$15.00
SCHEDULE 40						
4"	N/B	$1.30	N/B	N/B	$1.40	$1.62
6"	N/B	$2.34	N/B	N/B	$2.50	$2.59
8"	N/B	$3.79	N/B	N/B	$4.82	$4.05
10"	N/B	$5.56	N/B	N/B	$6.95	$5.75
12"	N/B	$7.40	N/B	N/B	$9.10	$8.05
15"	N/B	N/B	N/B	N/B	N/B	N/B
18"	N/B	N/B	N/B	N/B	N/B	N/B
CONCEAL	N/B	N/B	N/B	N/B	N/B	$6.00

*PRICE REFLECTS W/OUT GASKET, W/GASKET ADD $6.49
**PRICE REFLECTS W/OUT GASKET, W/GASKET ADD $5.00

REF NO.: 878

DEPT.: WPC MAINTENANCE

DATE: 03/13/89

ITEM/SERV.: SEWER MAINT/CONST MATERIAL

PURCHASING INFORMATION

ADVERTISED BID: YES

DATES ADVERTISED: 2/17/89 & 2/24/89

OPENING DATE: 3/2/89

WRITTEN QUOTE:

DUE DATE:

VERBAL QUOTE:

NO. OF VENDORS NOTIFIED: 12

NO. OF VENDORS REQUESTING BID INFO: 8

NO. OF VENDORS RESPONDING: 6

NO. OF VENDORS DISQUALIFIED:

NO. OF VENDORS NOT RESPONDING: 6

DATE SENT TO DEPT. FOR REOMMENDATION: 3/3/89

DATE RECOMMENDATION REC'D IN PURCHASING: 03/13/89

DATE INFO SENT TO LAW DEPT.: 03/22/89

INTRODUCTION DATE: 03/28/89

DISCUSSION DATE:

PASSAGE DATE:

ORDINANCE NO.:

AMOUNT APPROVED AND/OR SPENT LAST YEAR:
(IF APPLICABLE)

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
219-427-1101

BID OPENING DATE: 3/2/89 BID REFERENCE # 878

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A. M., ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR

SEWER MAINTENANCE/CONSTRUCTION MATERIALS

AND REQUESTED BY Bill Kohrman, Superintendent, WPC Maintenance .

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED ON THE THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A $500.00 BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: Net % IF PAID WITHIN 30 DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255-0013. PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Water Products Company

STREET ADDRESS 112 W. Water Street

CITY Wabash

BY _____ PHONE 219-563-2171
REPRESENTATIVE SIGNATURE

SCHEDULE

1. The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of $ N/A . (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivere as follows:

_____

_____

_____

_____

/__/ 2. LIQUIDATED DAMAGES PROVISION. It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the time spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $ 0 per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the failure to perform is caused

ESTIMATED QUANTITIES ON ALL ITEMS ARE 1 - 100

PART NO.	SIZE	ITEM	UNIT PRICE
5944	12"	CAST IRON TRAPS	$ NO BID
7010		CATCH BASINS W/BACK SEE SPEC SHEET "A"	$ NO BID
5100		CASTING - CONCRETE CUTTER TYPE SEE SPEC SHEET "B"	$ NO BID
1120PT		CASTING - MANHOLE, BOLT DOWN SEE SPEC SHEET "C"	$ NO BID
1875		CASTING - MANHOLE, STANDARD SEE SPEC SHEET "D"	$ NO BID
7490		CASTING - ROLL BACK SEE SPEC SHEET "E"	$ NO BID

FERNCO ADAPTERS

CLAY TO PLASTIC		CLAY TO CLAY		PLASTIC TO PLASTIC	
4"	$ 4.15	4"	$ 4.15	4"	$ 4.15
6"	$ 8.90	6"	$ 8.90	6"	$ 8.90
8"	$13.70	8"	$13.70	8"	$13.70
10"	$18.66	10"	$18.66	10"	$18.66
12"	$22.30	12"	$22.30	12"	$22.30
15"	$38.20	15"	$38.20	15"	$38.20
18"	$90.70	18"	$90.70	18"	$69.00

*Quoting on Indiana Seal

PRECAST CATCH BASINS (FORT WAYNE STANDARD) SEE SPEC SHEET "F"	UNIT PRICE
BOTTOM SECTION TO BE 3' W/BOTTOM ALREADY ATTACHED	$ NO BID
TOP SECTION TO BE 2' W/CUT OUT FOR 12" TILE	$ NO BID
MUST HAVE STANDARD MANHOLE CAP	$ NO BID
TOTAL FOR COMPLETE UNIT	$ NO BID

PRECAST INLETS (FORT WAYNE STANDARD) SEE SPEC SHEET "G"	
	$ NO BID

PRECAST MANHOLES (FORT WAYNE STANDARD) SEE SPEC SHEET "H"	
STACK 1'	$ NO BID
STACK 2'	$ NO BID
STACK 3'	$ NO BID
STACK 4'	$ NO BID
STACK 5'	$ NO BID
PRECAST CONCRETE MANHOLE CAP	$ NO BID

PRECAST CONCRETE CONES (FORT WAYNE STANDARD)
SEE SPEC SHEET "I"

CONE 2'	$ NO BID
CONE 3'	$ NO BID

CEMENT WIRE REINFORCED RISER RINGS

2"	$ NO BID
3"	$ NO BID
4"	$ NO BID

PVC SDR 35 PIPE PER FOOT		SCHEDULE 40 PIPE PER FOOT	
4"	$ .66	4"	$ 1.30
6"	$ 1.41	6"	$ 2.34
8"	$ 2.50	8"	$ 3.79
10"	$ 3.85	10"	$ 5.56
12"	$ 5.55	12"	$ 7.40
15"	$ 8.25	15"	$ NO BID
18"	$ 12.30	18"	$ NO BID

CONCEAL	$ NO BID

TOTAL OF ALL PRICES LISTED:	$ NO BID

The undersigned, on behalf of Water Products Company, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Water Products Co., that The Company does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 28th day of February, 1989.

Water Products Comany
(Name of Bidder/Vendor)

Douglas J. LaBomBard
(Name and Title of Person Signing)

cribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 2-28-89

1. Governmental Unit: City of Fort Wayne
2. County: Allen
3. Bidder (Firm): Water Products Company
   Address: P.O. Box 55, 112 W. Water Street
   City/State: Wabash, In. 46992
4. Telephone Number: 219-563-2171
5. Agent of Bidder (If applicable):

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that if not offered nor received a less price than the price stated in his bid for the materials included in his bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. The following is an example of the bid format:

s or Item	Quantity	Unit	Description	Unit Price	Amount

See Attached

NON-COLLUSION AFFIDAVIT

OF INDIANA)
) SS:
sh COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other , representative, or agent of the firm, company, corporation or partnership represented by him, d into any combination, collusion or agreement with any person relative to the price to be bid by at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
219-427-1101

BID OPENING DATE: 3/2/89 BID REFERENCE # 878

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A. M., ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR

SEWER MAINTENANCE/CONSTRUCTION MATERIALS

AND REQUESTED BY Bill Kohrman, Superintendent, WPC Maintenance .

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED ON THE THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A $500.00 BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: N/A % IF PAID WITHIN Net 30 DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255-0013. PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME The Treaty Company

STREET ADDRESS 501 Gray Avenue, P.O. Box 40

CITY Greenville, OH 45331

BY A.C. McElwain PHONE 513/548-2181
REPRESENTATIVE SIGNATURE
A. C. McElwain, President, Municipal Materials Div.

The Ohio Casualty Insurance Company

HAMILTON, OHIO

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

The Treaty Company

(hereinafter called the Principal) as Principal, and THE OHIO CASUALTY INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, with its principal office in the City of Hamilton, Ohio (hereinafter called the Surety) and licensed to do business in the State of

as Surety, are held and firmly bound unto

City of Ft. Wayne
Ft. Wayne, Indiana

(hereinafter called the Obligee) in the penal sum of

Five Hundred----------Dollars ($ **500.00**)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid, dated **March 2,** 19**89** , for

Sewer Maintenance/Construction Material

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, Sealed and Dated this **28th** day of **February**, 19**89**.

The Treaty Company
(Principal)

By Michael L. Tinka

THE OHIO CASUALTY INSURANCE COMPANY

By Richard Thomas
Attorney-in-Fact

S-137-Rev.

THE OHIO CASUALTY INSURANCE COMPANY

HOME OFFICE, HAMILTON, OHIO

No. 22-758

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

Alan V. Littman or Richard A. Thomas
or Hance S. Hildebrand or Angela S. Skiles - - - - - of Greenville, Ohio - - - - - -

its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance

TWO MILLION FIVE HUNDRED THOUSAND - - - - - - - - - - - - - - - - ($ 2,500,000.00 -) Dollars,

excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

SEAL

In WITNESS WHEREOF, the undersigned, officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 9th day of September 19 86.

Richard T. Hoffman

Asst. Secretary

STATE OF OHIO, COUNTY OF BUTLER } SS.

On this 9th day of September A. D. 19 86 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Richard T. Hoffman, Asst. Secretary - - - of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

NOTARIAL SEAL BUTLER COUNTY, OHIO

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

Dorothy Bibee

Notary Public in and for County of Butler, State of Ohio

My Commission expires December 24, 1986.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. **Appointment of Attorney-in-Fact, etc.** The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 28th day of Feb. A.D., 19 99

SEAL

Assistant Secretary

S-4300-C 12-80-3M

. ESTIMATED QUANTITIES ON ALL ITEMS ARE 1 - 100

	PART NO.	SIZE	ITEM	UNIT PRICE
	5944	12"	CAST IRON TRAPS	$ 164.47
	7010		CATCH BASINS W/BACK SEE SPEC SHEET "A"	$ 140.98
	5100		CASTING - CONCRETE CUTTER TYPE SEE SPEC SHEET "B"	$ 166.08
*	1120PT		CASTING - MANHOLE, BOLT DOWN SEE SPEC SHEET "C"	$ 123.84
**	1875		CASTING - MANHOLE, STANDARD SEE SPEC SHEET "D"	$ 111.09
	7490		CASTING - ROLL BACK SEE SPEC SHEET "E"	$ 135.47

FERNCO ADAPTERS

CLAY TO PLASTIC		CLAY TO CLAY		PLASTIC TO PLASTIC	
4"	$ 2.95	4"	$ 2.95	4"	$ 2.95
6"	$ 6.29	6"	$ 6.29	6"	$ 6.29
8"	$ 9.72	8"	$ 9.72	8"	$ 9.72
10"	$ 13.18	10"	$ 13.18	10"	$ 13.18
12"	$ 15.76	12"	$ 15.76	12"	$ 15.76
15"	$ 26.99	15"	$ 26.99	15"	$ 26.99
18"	$ 67.80	18"	$ 57.87	18"	$ 48.78

PRECAST CATCH BASINS (FORT WAYNE STANDARD) SEE SPEC SHEET "F"	UNIT PRICE
BOTTOM SECTION TO BE 3' W/BOTTOM ALREADY ATTACHED	$ NO/BID
TOP SECTION TO BE 2' W/CUT OUT FOR 12" TILE	$ NO/BID
MUST HAVE STANDARD MANHOLE CAP	$ NO/BID
TOTAL FOR COMPLETE UNIT	$ NO/BID

PRECAST INLETS (FORT WAYNE STANDARD) SEE SPEC SHEET "G"	
	$ NO/BID

PRECAST MANHOLES (FORT WAYNE STANDARD) SEE SPEC SHEET "H"	
STACK 1'	$ NO/BID
STACK 2'	$ NO/BID
STACK 3'	$ NO/BID
STACK 4'	$ NO/BID
STACK 5'	$ NO/BID
PRECAST CONCRETE MANHOLE CAP	$ NO/BID

PRECAST CONCRETE CONES (FORT WAYNE STANDARD)
SEE SPEC SHEET "I"

CONE 2'	$ NO/BID
CONE 3'	$ NO/BID

CEMENT WIRE REINFORCED RISER RINGS

2"	$ NO/BID
3"	$ NO/BID
4"	$ NO/BID

*** PVC SDR 35 PIPE PER FOOT

4"	$ .80
6"	$ 1.74
8"	$ 3.06
10"	$ 4.78
12"	$ 6.85
15"	$ 10.18
18"	$ 16.20

SCHEDULE 40 PIPE PER FOOT

4"	$ 1.40
6"	$ 2.50
8"	$ 4.82
10"	$ 6.95
12"	$ 9.10
15"	$ NO/BID
18"	$ NO/BID

CONCEAL $ NO/BID

TOTAL OF ALL PRICES LISTED: $ 1,309.43

* Alternate to 1120PT are:

EJ 1119	$ 119.42
EJ 1022-Z3	124.82
EJ 1022-Z1	118.50

** Prices on SDR-35 & SCH40 Pipe Firm For 60 Days from Bid Date.

117.36

*** Alternate 1875 W/Gasket

The undersigned, on behalf of The Treaty Company, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of The Treaty Company, that The Treaty Company does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 28th day of February, 19 89.

The Treaty Company
(Name of Bidder/Vendor)

A.C. McElwain
(Name and Title of Person Signing)

A. C. McElwain
President, Municipal Materials Div.

cribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: February 28, 1989

1. Governmental Unit: City of Ft. Wayne, Indiana
2. County: Allen County
3. Bidder (Firm): The Treaty Company
   Address: 501 Gray Avenue
   City/State: Greenville, OH 45331
4. Telephone Number: 513/548-2181
5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to City of Ft. Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or variations in the items specified will render such bid void as to that class or item. Bidder promises that goods not offered nor received a less price than the price stated in his bid for the materials included in his bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

A. C. McElwain
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. The following is an example of the bid format:

s or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

OF INDIANA)
) SS:
ce COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by him at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or collusion with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

The Treaty Company
Bidder (Firm)

A. C. McElwain
Signature of Bidder or Agent

Subscribed and sworn to before me this 28th day of February, 1989.

Commission Expires: 08/07/91

County of Residence: Darke

Sharon J. Edwards
Notary Public

Sharon J. Edwards
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for or Items numbered _____ and promises to pay the undersigned bidder upon delivery the price for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
219-427-1101

BID OPENING DATE: 3/2/89 BID REFERENCE # 878

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A. M., ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR

SEWER MAINTENANCE/CONSTRUCTION MATERIALS

AND REQUESTED BY Bill Kohrman, Superintendent, WPC Maintenance .

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED ON THE THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A $500.00 BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ % IF PAID WITHINNet 30 days DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255-0013. PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Midwest Tile & Concrete Products Inc.

STREET ADDRESS 4309 Webster Road

CITY Woodburn, Indiana 46797

BY Joseph A Schaeffer PHONE 219-749-5173
REPRESENTATIVE SIGNATURE
Joseph A. Schaeffer

SCHEDULE

1. The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of $ see attachment (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivere as follows:
Truck load shipments or picked up at our yard on Webster Road Woodburn, Indiana.

/__/ 2. LIQUIDATED DAMAGES PROVISION. It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the time spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $_____ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the failure to perform is caused

ESTIMATED QUANTITIES ON ALL ITEMS ARE 1 - 100

PART NO.	SIZE	ITEM	UNIT PRICE
r-3705	12"	CAST IRON TRAPS	$ 257.00 ea.
R-3010		CATCH BASINS W/BACK SEE SPEC SHEET "A"	$ 129.00 ea.
R-3036-B		CASTING - CONCRETE CUTTER TYPE SEE SPEC SHEET "B"	$ 156.00 ea.
R-1916-D		CASTING - MANHOLE, BOLT DOWN SEE SPEC SHEET "C"	$ 126.00 ea. 112.00 ea. w/O'Ring
R-1772CVH		CASTING - MANHOLE, STANDARD SEE SPEC SHEET "D"	$ 107.00 ea.
R-3501-N		CASTING - ROLL BACK SEE SPEC SHEET "E"	$ 132.30 ea.

FERNCO ADAPTERS

CLAY TO PLASTIC		CLAY TO CLAY		PLASTIC TO PLASTIC	
4"	$ 3.89 ea.	4"	$ 3.89 ea.	4"	$ 3.89 ea.
6"	$ 8.43 ea.	6"	$ 8.43 ea.	6"	$ 8.43 ea.
8"	$ 12.99 ea.	8"	$ 12.99 ea.	8"	$ 12.99 ea.
10"	$ 17.64 ea.	10"	$ 17.64 ea.	10"	$ 17.64 ea.
12"	$ 21.10 ea.	12"	$ 21.10 ea.	12"	$ 21.10 ea.
15"	$ 36.19 ea.	15"	$ 36.19 ea.	15"	$ 36.19 ea.
18"	$ 88.88 ea.	18"	$ 80.00 ea.	18"	$ 80.00 ea.

PRECAST CATCH BASINS (FORT WAYNE STANDARD) SEE SPEC SHEET "F"	UNIT PRICE
BOTTOM SECTION TO BE 3' W/BOTTOM ALREADY ATTACHED	$ 156.00 ea.
TOP SECTION TO BE 2' W/CUT OUT FOR 12" TILE	$ 68.00 ea.
MUST HAVE STANDARD MANHOLE CAP	$ 85.00 ea.
TOTAL FOR COMPLETE UNIT	$ 309.00 unit

PRECAST INLETS (FORT WAYNE STANDARD) SEE SPEC SHEET "G"	
	$ 66.00 ea.

PRECAST MANHOLES (FORT WAYNE STANDARD) SEE SPEC SHEET "H"	
STACK 1'	$ 34.00 ea.
STACK 2'	$ 68.00 ea.
STACK 3'	$ 102.00 ea.
STACK 4'	$ 136.00 ea.
STACK 5'	$ -------
PRECAST CONCRETE MANHOLE CAP	$ 85.00 ea.

PRECAST CONCRETE CONES (FORT WAYNE STANDARD)
SEE SPEC SHEET "I"

CONE 2' $ 68.00 ea.
CONE 3' $ 102.00 ea.

CEMENT WIRE REINFORCED RISER RINGS

2" $ 9.75 ea.
3" $ 9.75 ea.
4" $ 9.75 ea.

PVC SDR 35 PIPE PER FOOT		SCHEDULE 40 PIPE PER FOOT	
4"	$ .77 ft.	4"	$ 1.62 ft.
6"	$ 1.59 ft.	6"	$ 2.59 ft.
8"	$ 2.87 ft.	8"	$ 4.05 ft.
10"	$ 4.57 ft.	10"	$ 5.75 ft.
12"	$ 6.53 ft.	12"	$ 8.05 ft.
15"	$ 9.42 ft.	15"	$ -----
18"	$ 15.00 ft.	18"	$ -----

CONCEAL $ 6.00 ea.

TOTAL OF ALL PRICES LISTED: $

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Midwest Tile & Concrete products Inc., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of the company, that the company owners does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 27th day of February, 1989.

Midwest Tile & Concrete Products Inc.
(Name of Bidder/Vendor)

Joseph A Schaeffer
(Name and Title of Person Signing)
Joseph A. Schaeffer, Sec-Treas.

escribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: February 27, 1989

1. Governmental Unit: Sewer Maintainance
2. County: Allen
3. Bidder (Firm): Midwest Tile & Concrete Products Inc.
   Address: 4309 Webster Road
   City/State: Woodburn, Indiana 46797
4. Telephone Number: 219-749-5173
5. Agent of Bidder (If applicable): Joseph A. Schaeffer

Pursuant to notices given, the undersigned offers bid(s) to Fort Wayne Water Maintenance (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or erations in the items specified will render such bid void as to that class or item. Bidder promises that has not offered nor received a less price than the price stated in his bid for the materials included in f bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A ified check or bond shall be filed with each bid if required, and liability for breach shall be enforce- upon the contract, the bond or certified check or both as the case may be.

Joseph A Schaeffer
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. owing is an example of the bid format:

ass or Item	Quantity	Unit	Description	Unit Price	Amount
quantities	available	at this time			

NON-COLLUSION AFFIDAVIT

E OF INDIANA)
) SS:
en COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other r, representative, or agent of the firm, company, corporation or partnership represented by him, ed into any combination, collusion or agreement with any person relative to the price to be bid by e at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, hat this bid is made without reference to any other bid and without any agreement, understanding or nation with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly directly, any rebate, fee, gift, commission or thing of value on account of such sale.

Midwest Tile & Concrete Products Inc
Bidder (Firm)

Joseph A Schaeffer
Signature of Bidder or Agent

Subscribed and sworn to before me this 27th day of February, 19 89

mmission Expires: 8/8/92

y of Residence: DeKalb

Glenda M. Baumgartner
Notary Public

Glenda M. Baumgertner
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for es or items numbered _____ and promises to pay the undersigned bidder upon delivery the price l for the materials stipulated in said bid.

Contracting Authority Members: Date: _____

_____ _____

_____ _____

_____ _____

Read the first time in full and on motion by Gia Quinta, seconded by Linn, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 3-27-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Gia Quinta, seconded by Linn, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	9			
BRADBURY	✓			
BURNS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG	✓			
REDD	✓			
SCHMIDT	✓			
STIER	✓			
TALARICO	✓			

DATED: 4-11-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ (SPECIAL) (~~ZONING~~ MAP) ORDINANCE RESOLUTION NO. R-66-89 on the 11th day of April, 19 89,

Sandra E. Kennedy
ATTEST
SANDRA E. KENNEDY, CITY CLERK

Charles B. Redd
SEAL
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of April, 19 89, at the hour of 1:30 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 19th day of April, 19 89, at the hour of 4:45 o'clock P.M.,E.S.T.

PAUL HELMKE, MAYOR

DIGEST SHEET

A-89-03-21

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 878 with respect to purchase of sewer maintenance construction materials for the WPC Maintenance Department. The costs reflect the lowest and most responsible of six (6) vendors.

EFFECT OF PASSAGE: Ongoing sewer maintenance.

EFFECT OF NON-PASSAGE: Sewer systems cannot be maintained.

MONIES INVOLVED:

Water Products	$12,000.00 +/-
Treaty Co	$17,000.00 +/-
Midwest Tile	$60,000.00 +/-

SOURCE OF FUNDING: WPC Maintenance
514-532-S154-4299
514-533-S809-4299

PRIOR APPROVAL: DATE:
(IF APPLICABLE)

BILL NO. S-89-03-21

REPORT OF THE COMMITTEE ON CITY UTILITIES

MARK E. GiaQUINTA, CHAIRMAN
THOMAS C. HENRY, VICE CHAIRMAN
LONG, BURNS, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the awarding of Reference #878 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and WATER PRODUCTS COMPANY, THE TREATY COMPANY AND MIDWEST TILE & CONCRETE PRODUCTS, INC. for the Water Pollution Control Maintenance Department

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID

(ORDINANCE) ~~(RESOLUTION)~~

DO PASS	DO NOT PASS	ABSTAIN	NO REC
Mark E. GiaQuinta			
James C. Talarico			

DATED: 4-11-89.

Sandra E. Kennedy
City Clerk